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7 Attorney for KAREL SPIKES

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11 IN THE UNITED STATES DISTRICT COURT
12 SOUTHERN DISTRICT OF CALIFORNIA

13 KAREL SPIKES,
14 Plaintiff,

15 vs.

16 JD COLLISION CENTER, MD AUTO REPAIR &
17 TIRES and PRECISION MOTORS; JAMACHA
18 ROAD ASSOCIATES, LLC and DOES 1
19 THROUGH 10, Inclusive,

20 Defendants.

21 Case No.: 07 cv 2396
22 IEG (WMc)

23 **JOINT MOTION FOR
24 DISMISSAL**

25 [F.R.Civ.P. Rule 41
(a)(1), (2)]

26 **IT IS HEREBY STIPULATED** by and between KAREL SPIKES,
27 Plaintiff, on the one hand, and JD COLLISION CENTER, MD AUTO
28 REPAIR & TIRES and PRECISION MOTORS and JAMACHA ROAD ASSOCIATES,
1 LLC, Defendants, on the other hand, (hereinafter "the Parties")
through their respective attorneys of record that said Parties
have agreed to resolve the case between them by way of
settlement.

2 The Parties further stipulate that Magistrate Judge William
3 McCurine, or any other Magistrate Judge appointed by the Court,
4 shall retain jurisdiction over all disputes between the Parties
5 arising out of the Settlement Agreement including, but not

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VANDEVELDE, ESQ.

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1 limited to, interpretation and enforcement of the terms of the
2 Settlement Agreement. The terms of the Settlement Agreement are
3 hereby incorporated in this Joint Motion for Dismissal.

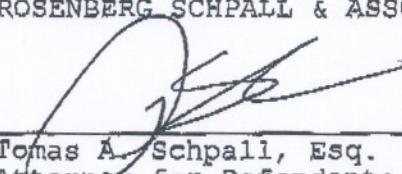
4 The Parties further stipulate, pursuant to Federal Rules of
5 Civil Procedure 41(a) (1,2), that this Court enter a dismissal of
6 Plaintiff's Complaint in USDC Case No. 07 cv 2396 IEG (WMc) in
7 its entirety and with prejudice. The Parties further stipulate
8 that each shall bear its, his or her own costs and fees with
9 respect to any claims they may have against each other in the
10 instant action, except as otherwise set forth in the Settlement
11 Agreement.

12 IT IS SO STIPULATED.

13 LAW OFFICES OF AMY B. VANDEVELD

14
15 DATED: _____ S/Amy B. Vandeveld
16 AMY B. VANDEVELD,
17 Attorney for Plaintiff
E-mail: abvusdc@hotmail.com

18 ROSENBERG SCHPALL & ASSOCIATES

19
20 DATED: 3/25/08 
21 By: Tomas A. Schpall, Esq.
22 Attorney for Defendants
23 JD COLLISION CENTER, MD AUTO REPAIR
24 & TIRES and PRECISION MOTORS

25 LAW OFFICES OF F. SIGMUND LUTHER

26 DATED: _____
27 By: TOMAS A. SCHPALL, Esq.
28 Attorney for Defendant
JAMACHA ROAD ASSOCIATES, LLC

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1 limited to, interpretation and enforcement of the terms of the
2 Settlement Agreement. The terms of the Settlement Agreement are
3 hereby incorporated in this Joint Motion for Dismissal.

4 The Parties further stipulate, pursuant to Federal Rules of
5 Civil Procedure 41(a) (1,2), that this Court enter a dismissal of
6 Plaintiff's Complaint in USDC Case No. 07 cv 2396 IEG (WMc) in
7 its entirety and with prejudice. The Parties further stipulate
8 that each shall bear its, his or her own costs and fees with
9 respect to any claims they may have against each other in the
10 instant action, except as otherwise set forth in the Settlement
11 Agreement.

12 IT IS SO STIPULATED.

13 LAW OFFICES OF AMY B. VANDEVELD
14

15 DATED: _____ S/Amy B. Vandeveld
16 AMY B. VANDEVELD,
17 Attorney for Plaintiff
E-mail: abvusdc@hotmail.com

18 ROSENBERG SCHPALL & ASSOCIATES
19

20 DATED: _____ By: TOMAS A. SCHPALL, Esq.
21 Attorney for Defendants
22 JD COLLISION CENTER, MD AUTO REPAIR
23 & TIRES and PRECISION MOTORS

24 LAW OFFICES OF F. SIGMUND LUTHER

25 DATED: 4/21/08 By: F. Sigmund Luther, Esq.,
26 Attorney for Defendant
27 JAMACHA ROAD ASSOCIATES, LLC
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